

EXHIBIT M

Curley, Penny R. (Secy-Bos-LT)

From: David L. Evans <DEvans@murphyking.com>
Sent: Tuesday, April 21, 2015 4:27 PM
To: 'AAA Lisa Romeo'; Thomas, David G. (Shld-Bos-LT); Mark Ginalske; Murphy, Paul (Shld-Bos-LT); robtdowd@sbcglobal.net
Subject: SunLink / ACE....4/21/15 hearing

All,

Confirming our just completed discussion:

1. The parties have resolved their dispute concerning ACE's remaining document production, including ESI. ACE projects that it will produce the remainder of its internal email by COB April 23. Accordingly, SunLink's motion to compel is tabled as moot, without prejudice to its renewal based on subsequent events.
2. ACE's request for a continuance is denied. Scheduling Order No. 1 (SO) has been in place since January 20, 2015, and was specifically agreed to by the parties at the preliminary conference and confirmed by email on January 15. For economic reasons, SunLink advocated for a more aggressive schedule, which I rejected on scheduling grounds (both ACE's counsel and I had conflicts) and also because the proposal was unrealistic. The parties stipulated to hearings beginning May 11, and continuing for 2 weeks.
3. The SO required the parties to produce relevant documents by March 2, 2015. While the parties apparently agreed to relax that schedule, the major bottleneck appeared to be limitations in ACE's IT infrastructure and its ability to produce records from the cloud. SunLink's requests were also overbroad. After some intervention by me, the requests were scaled back. I offered to rule on specific search terms and offered guidance on appropriate ESI requests. Eventually, the parties reached an agreement.
4. ACE has now determined that it cannot subsidize R&B's review of documents and representation at the hearings "within ACE's litigation budget restrictions." It caused R&B to withdraw in favor of its "outside general counsel," Mr. Dowd, who has been given unenviable task of handling the hearings "within ACE's budget." Mr. Dowd sustained an injury in March which has limited and will limit his ability to travel and conduct the arbitration. This cannot possibly serve as a basis for a continuance, however, as Mr. Dowd's limitations were well known at that time of his formal appearance and R&B's withdrawal. Nor is Mr. Dowd in any worse position to deal with the recent document exchange than SunLink's counsel, who, after all, have never seen ACE's records. It would be unfair to impose a delay upon SunLink, which has its own fiscal challenges.
5. We vetted options for Mr. Dowd's participation at a portion of the hearings by video conference. GT will make such service available to Mr. Dowd at no cost.
6. Tomorrow, the parties will share witness information, including dates of proposed examinations and estimated duration. Wherever possible, I expect SunLink to accommodate my suggestion that direct examinations occur while Mr. Dowd is participating remotely, with cross-exams to proceed while he is present. It is common for witness exams to be shuffled during arbitration, and I expect cooperation from SunLink, particularly in light of Mr. Dowd's health issues. I will rule promptly on any disputes about witnesses.
7. The deadlines for exchange of witness lists (other than set forth above) and exhibit lists may be adjusted by the parties. From my perspective, I don't need to see any of this material before the hearings.
8. If possible, I would request electronic copies of the exhibits (on a thumb drive that can be read on an Apple OS). GT will carry the laboring oar on the organization of the exhibit books for use by the parties, counsel and witnesses.
9. We should consider another call before May 11 to discuss any remaining logistical matters or other issues.

Please let me know if you need anything further from me on the issues we discussed, or if I have incorrectly stated what was discussed, or if I have left out any important points. (Please don't re-argue anything ruled upon.)

Finally, as a reminder, we will not be hearing the quantification of what ACE has called its offsets. We also will not be hearing the quantification of attorneys' fees to the extent any party proves an entitlement. At the hearings, we will establish a briefing schedule for post-hearing briefs per the SO.

DLE

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E-mail: devans@murphyking.com
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From: AAA Lisa Romeo [mailto:LisaRomeo@adr.org]
Sent: Tuesday, April 21, 2015 10:04 AM
To: thomasda@gtlaw.com; Mark Ginalski; Paul Murphy; robtdowd@sbcglobal.net
Cc: David L. Evans
Subject: REMINDER - SunLink / ACE

As a reminder – here's the call in number for this afternoon.

 **AAA Lisa Romeo**
Director of ADR Services
American Arbitration Association
One Center Plaza Suite 300
Boston, MA 02108
www.adr.org
T: 617 695 6037
F: 617 451 0763

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From: AAA Lisa Romeo
Sent: Friday, April 17, 2015 9:08 AM
To: David Thomas (thomasda@gtlaw.com); Mark Ginalski; Paul Murphy; Robert Dowd
Cc: David L. Evans (DEvans@murphyking.com); AAA Lisa Romeo
Subject: Confirm Call - SunLink / ACE

Greetings,

This will confirm that a conference call will be held on Tuesday, April 21, 2015 at 3:00PM.

Please dial in: 888-537-7715 // passcode 3099 2507#

Have a nice weekend!

Lisa

This e-mail message and any attachments are confidential and may be privileged. If you are not the intended recipient please notify Murphy & King, P.C. immediately -- by replying to this message or by sending a message to postmaster@murphyking.com -- and destroy all copies of this message and any attachments. Thank you. For more information about Murphy & King, P.C., please visit us at <http://www.murphyking.com> Pursuant to IRS Circular 230, please be advised that, to the extent this communication (and any attachments) contains any tax advice, it is not intended to be, and cannot be used, for purposes of avoiding penalties under the Internal Revenue Code.

EXHIBIT N

Thomas, David G. (Shld-Bos-LT)

From: Thomas, David G. (Shld-Bos-LT)
Sent: Friday, May 01, 2015 1:08 PM
To: David L. Evans; LisaRomeo@adr.org
Cc: robtdowd@sbcglobal.net; Murphy, Paul (Shld-Bos-LT); mark.ginalski@sunlink.com
Subject: RE: AAA NO. 01-14-0001-7516/SunLink's Opposition to Motion to Preclude Expert and SunLink's Witness List
Attachments: SL Exhibit A.pdf; SL Exhibit B.pdf; SL Exhibit C.pdf; SL Exhibit D.pdf; SL Exhibit E.pdf; SL Exhibit F.pdf

Mr. Evans,

Per your request, attached is one of the contracts at issue (for Barnstable). Also, attached are some materials you may find useful if you are reviewing whether there exists an ambiguity in the contracts concerning the meaning of the terms “lead time” and “scheduled delivery times” as set forth in the contracts. For ease of reference:

1. **Exhibit A: Barnstable Sales Contract.** “Product Lead Time” appears on page 2 (SL0000508) and “Lead Time 6 Weeks” appears on page 3 (SL0000509); Paragraph 9 of the contract (“Schedule”) refers to “scheduled delivery dates and/or lead times” on page 6 (SL0000512).
2. **Exhibit B: 8/1/2013 “Ballast” Schedule.** On this date, ACE sent SunLink a “Delivery Schedule” for ballasts (without any hardware). As you will notice, the actual “delivery” of any product was set to begin on 9/25/2013 and continue through 1/9/2014 (15 weeks for ballasts alone). In fact, the testimony at the hearing will demonstrate that the parties expected a purchase order by the end of August or early September. Clearly, this contemplated product “lead time” before actual delivery began and ultimate final delivery of all products on all projects occurred.
3. **Exhibit C: 8/6/2013 United Ballast Quote.** On this date, SunLink received a quote for ballast production. As you will notice, the quote references a “Delivery rate . . . (starting approximately 8 weeks after purchase order) . . . and based upon an overall 22 week project schedule” on page 4 (SL0000500) (emphasis added).
4. **Exhibit D: 11/26/2013 WMECo GANT Chart.** On this date, SunLink sent ACE an “initial schedule for delivery” for ballast blocks on a contemporaneous project. As you will notice on the schedule, the “lead time” refers to creating the product, with the actual daily delivery of the product *starting* thereafter, with “final delivery” occurring at the end of the schedule. The schedule was produced natively and appears after SL0012696.
5. **Exhibit E: 12/17/2013 ACE email (6:50 a.m.).** On this date, ACE informs SunLink that ACE “will have updated *delivery schedules* to you shortly” on page 2 (SL0012732) (emphasis added).
6. **Exhibit F: 2/8/14 ACE Second Notice of Default.** On this date, ACE actually construed the contracts and, after quoting “lead time is 6 weeks,” asserted that “at no time did SunLink indicate that . . . *delivery times* would extend to more than 15 weeks” at p. 1 (SL0012141) (emphasis added).

Put simply, we do not believe ACE’s argument that “Lead Time 6 Weeks” in the sales contract can possibly be construed as a final delivery schedule for all of the products on the 9 projects at issue in light of the parties’

course of dealing and course of performance as described above (there will be many more examples presented at the hearings). Rather, the parties clearly knew that “lead time” meant the time it would take SunLink’s suppliers to acquire the material they needed and to set up production to begin to produce the products and ship the products thereafter. It should not go without notice that the initial schedule proposed by ACE sought 15 weeks to *deliver* ballasts alone (without the associated hardware) after a built in-lead time. ACE’s argument that lead time meant final delivery of all products on all projects – to the extent it can be believed – creates an ambiguity in the contracts in light of the other language in the contracts and absence of an actual delivery schedule attached to the contracts, as set forth in our opposition to ACE’s motion to strike expert testimony.

Sincerely,

David

David G. Thomas
Shareholder
Greenberg Traurig, LLP | One International Place | Boston, MA 02110
Tel 617.310.6040 | Fax 617.897.0940 | Cell 781.267.9614
ThomasDa@GTLAW.com | <http://www.gtlaw.com>



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STRATEGIC ALLIANCE WITH AN INDEPENDENT LAW FIRM
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From: David L. Evans [mailto:DEvans@murphyking.com]
Sent: Friday, May 01, 2015 11:29 AM
To: Thomas, David G. (Shld-Bos-LT); LisaRomeo@adr.org
Cc: robtdowd@sbcglobal.net; Murphy, Paul (Shld-Bos-LT); mark.ginalski@sunlink.com
Subject: RE: AAA NO. 01-14-0001-7516/SunLink's Opposition to Motion to Preclude Expert and SunLink's Witness List

Could SunLink send me an example of the contract at issue? (I'm assuming the nine contracts are identical on the critical issues.)

David L. Evans
Murphy & King
Professional Corporation
One Beacon Street
Boston, MA 02108-3107
Tel: (617) 423-0400 (ext. 445)
Fax: (617) 423-0498
Direct dial: (617) 226-3445
E-mail: devans@murphyking.com

Web: www.murphyking.com

From: ThomasDa@GTLAW.com [mailto:ThomasDa@GTLAW.com]

Sent: Thursday, April 30, 2015 7:14 PM

To: LisaRomeo@adr.org; David L. Evans

Cc: robtdowd@sbcglobal.net; murphyp@gtlaw.com; mark.ginalski@sunlink.com

Subject: RE: AAA NO. 01-14-0001-7516/SunLink's Opposition to Motion to Preclude Expert and SunLink's Witness List

Please note that Ranjan Prasad's testimony will be by video conference. We will respond to Mr. Dowd's motion to compel by Monday.

From: Thomas, David G. (Shld-Bos-LT)

Sent: Thursday, April 30, 2015 5:03 PM

To: LisaRomeo@adr.org; David L. Evans (DEvans@murphyking.com)

Cc: robtdowd@sbcglobal.net; Murphy, Paul (Shld-Bos-LT); Mark Ginalski

Subject: AAA NO. 01-14-0001-7516/SunLink's Opposition to Motion to Preclude Expert and SunLink's Witness List

Enclosed please find for submission (1) SunLink's Opposition to Motion to Preclude Expert and (2) SunLink's Witness List.

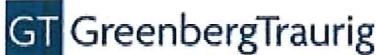
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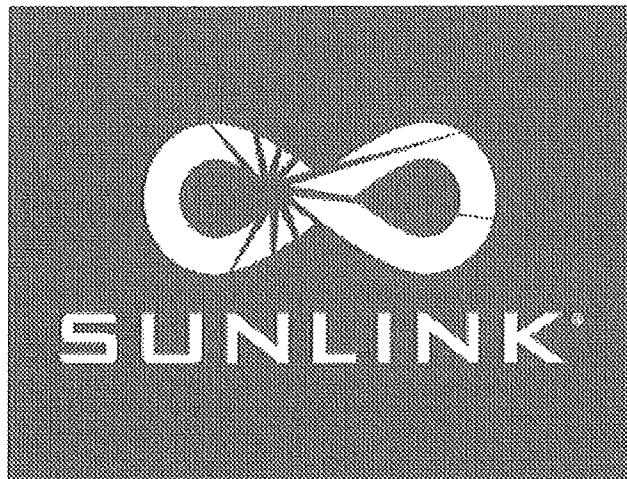
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**SunLink® Sales Contract for: American Capital Energy
Project: C-Vec Barnstable**

Created by: Jonathan Eastwood
Phone: (415) 686-0196
Date: October 15, 2013

SunLink Corporation
1010 B Street, Suite 400
San Rafael, CA 94901
www.sunlink.com

Executive Summary

Proven at more than 1,000 sites supporting over 200MW, SunLink® is the premier solar balance of system provider in the industry. Designed in consultation with integrators, installers, facility managers, site owners and roofers to meet their specific needs, SunLink's solutions are the first choice among customers seeking to optimize their solar energy systems, while increasing their property values.

SunLink's technical expertise is the hallmark of the company's continued success and adoption. Since its inception, the company has focused on creating a multi-faceted, state-of-the-art research and development program. Comprised of extensive wind tunnel testing and analysis, component and system modeling, finite element analysis, mechanical load testing, structural frame analysis, electrical bond testing, wire management modeling and materials environmental testing, SunLink's industry-leading R&D effort delivers photovoltaic (PV) integration solutions that are safe, easy to permit and install, and lower the total cost of a PV system.

SunLink is pleased to provide you with a sales contract for your solar PV project. Our mission is to provide our clients with the highest level of service combined with the highest quality equipment and components. We look forward to partnering with you on this project and future opportunities. Below is a summary of the project information.

Project Information

Project	C-VeC Barnstable
Product Type	Ground Mount System
Project Location	45 Flint St Marstons Mills, Massachusetts 02648 United States
Project Size	4,171.20 kW
Mounting System Price (Shipping Included for Ballast, Tax Not Included for Ballast, Tax and Shipping for Hardware Not Included)	\$1,501,632.00

Contract Information

Credit Approval	All orders subject to credit approval before manufacturing.
FOB Point	AZ, CA, CO, CT, IN, MN, OH, PA, TX and/or WV
Shipping and Handling Terms	Shipping and Handling is pre-paid by SunLink and added to the invoice.
Product Lead Time	All specified lead times are from receipt of signed sales contract, down payment, notice to proceed and proof of payment bond is in place at 100% of contract value.

Purchaser Information

Customer	American Capital Energy
Billing Address	1001 Pawtucket Blvd, Suite 278 Lowell, Massachusetts 01854 United States
Shipping Address	
Contact	Eric McLean
Phone	(978) 221-2027
Email	emclean@american-capital-energy.com

Product Information

Line	Product	Specifications	Unit Price	Qty	Total
1	Ballasted Ground Mount System	<p>Site Name: C-VeC Barnstable Site</p> <p>Wind Speed: 120 mph</p> <p>Wind Exposure: C</p> <p>Occupancy: I</p> <p>Topo. Factor: 1.00</p> <p>Snow Load: 35 psf</p> <p>Jolt Angle: 20°</p> <p>Module Name: ET Solar ET-P672300WW</p> <p>No. of Modules: 13,904</p> <p>String Length:</p> <p>Size: 4,171.20 kW</p> <p>Array Layout Drawing: 1003572-CVECBARNSTABLE-081413-ENG-R14</p>	\$1,501,632.00	1	\$1,501,632.00 \$108.00/Module \$0.3600/Watt

Cost Information

Mounting System Price (Shipping included for Ballast. Tax Not Included for Ballast. Tax and Shipping for Hardware Not Included)	\$1,601,632.00
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Price includes complete SunLink Module Mounting System (MMS) and Structural Engineering Advisory Lead (SELA) Report. Any deviation from the attached layout or any changes to the above information will result in a change in price and/or lead time. Price excludes third-party structural engineering, any wet-stamped engineering documents, external ballast, adhesive, roof pads or sub-surface anchors, if necessary. The proposed product specifications and sales price shall be valid for 15 days from date above.

Acceptance Summary

The above price, specification and conditions as stated in this document are satisfactory and hereby accepted. Payment will be made as outlined in Appendix B (Payment Terms). A check or wire transfer will be submitted to SunLink Corporation for a specified percentage of the SALES PRICE accompanied by this signed Sales Contract. By signing in the space provided you concur that the information in this document is correct, agree to the terms and conditions outlined in Appendix A (Terms and Conditions of Sale), Appendix B (Payment Terms) and Appendix C (Warranty) and acknowledge receipt of a complete and legible copy of this agreement and its attachments.

American Capital Energy

Signature

Printed Name

Date

SunLink Corporation**Ted Ridgway**

Digitally signed by Ted Ridgway
 DN: cn=Ted Ridgway, o=SunLink Corp, ou=
 email=ted.ridgway@sunlink.com, c=US
 Date: 2013.10.18 12:2837 -07'00'

Signature

Printed Name

Date

Appendix A – Terms and Conditions of Sale

This Appendix A specifies the terms and conditions that pertain to sale of SunLink Module Mounting System (MMS) products and services. Unless an officer of SunLink signs an alternative version of these Terms and Conditions of Sale, the terms and conditions set forth below establish the contractual basis under which the SunLink MMS products and services are offered for sale and the conditions of fulfillment that pertain to any subsequent Proposal or Purchase Order. These Terms and Conditions of Sale include Part 1 – General Terms and Conditions and Part 2 – Country-Specific Terms and Conditions (if any). The terms of Part 2 may replace or modify the terms of Part 1.

Part 1 – General Terms and Conditions

1. DEFINITIONS.

- a. An "Affiliate" of a party means a person or entity that controls, is controlled by, or is under common control with, that party.
 - b. "Site Owner" means the firm or organization that owns the building and/or land on which the PV System is installed. In many cases the Site Owner is represented by a property manager who is understood to act on behalf of and as agent for the Site Owner.
 - c. "Contractor" means the firm authorized by the Site Owner and/or Host to install the PV System in accordance with applicable local building regulations. In many cases, the Contractor is the Purchaser of the SunLink MMS.
 - d. "Host" means the firm or organization that obtains beneficial use of the PV System by establishing an electrical interconnection, in most cases metered by a utility.
 - e. "Photovoltaic System" or "PV System" means an array of PV modules, the SunLink MMS and a power electrical conversion package configured for utility interconnection by the Contractor in accordance with OEM instructions and applicable codes and standards.
 - f. "Proposal" means a firm, fixed price offer by SunLink to manufacture and furnish a SunLink MMS and to provide related services.
 - g. "Purchaser" or "Buyer" means the party acquiring a SunLink MMS.
 - h. "Purchase Order" means a purchase order submitted by Purchaser to Seller for SunLink MMS products and/or services to be provided under this Sales Contract.
 - i. "Sales Contract" means an accepted Proposal, the Terms and Conditions of Sale set forth in this Appendix A, the Payment Terms set forth in Appendix B, the Warranty set forth in Appendix C and any other appendices, exhibits and schedules mutually agreed by the parties and attached hereto and any Purchase Order accepted by Seller as set forth in Section 5, which together constitute an agreement between the Purchaser and Seller under which Seller agrees to manufacture and furnish a SunLink MMS together with related services.
 - j. "Seller" means SunLink Corporation or its Affiliate that is listed in and executes the Proposal.
 - k. "SunLink MMS" or "MMS" means a module mounting system provided by Seller and used to install and secure photovoltaic modules on industrial, commercial and institutional rooftops and/or land/soil/ground.
2. **OFFER FOR SALE.** A description of SunLink MMS products and services purchased under this Sales Contract is set forth in the accompanying Proposal. It provides specific information pertaining to what Seller intends to deliver to the Purchaser in accordance with these Terms and Conditions of Sale.
3. **PRICE AND PAYMENT.** The accompanying Proposal sets forth the price for the MMS products and services specified therein. Payment shall be by cash, check or wire transfer in accordance with the Payment Terms set forth in Appendix B that accompanies these Terms and Conditions of Sale.
4. **TAXES.** Unless otherwise specified in the accompanying Proposal, the SunLink MMS is sold for resale by the Purchaser, who is responsible for paying the sales tax and any value-added tax or other tax and will provide Seller with a reseller's certificate that is acceptable to the applicable state or Provincial tax authority.

5. **MODIFICATIONS AND CHANGE ORDERS.** Purchaser may propose a modification or change to this Sales Contract for a specific Purchase Order by notifying Seller of the requested modification or change in writing. Any such changes or modifications are subject to acceptance by Seller, may only be accepted by a written "Change Order" that expressly amends this Sales Contract and is executed by an officer of Seller and Purchaser, is applicable only to the Purchase Order(s) expressly set forth in the Change Order, and may result in changes in prices for products, services or both and may result in changes to delivery. Any changes or modifications to a SunLink MMS product or a PV System that are recommended by a third-party (engineer, integrator, building official, end-user, etc.) may also result in additional charges to the Purchaser. Except as expressly set forth in a Change Order executed by the parties as set forth herein, in the event of a conflict between this Sales Contract and any Purchase Order, the terms of this Sales Contract shall take precedence and any conflicting or additional terms or conditions in the Purchase Order are hereby rejected and shall be null and void.
6. **INSTALLATION, SYSTEM MODIFICATIONS.** Any SunLink MMS product or PV system that is not installed as shown in the attached layout may render the attached Seller's Warranty, as described in Appendix C, null and void.
7. **REVISION POLICY.** Any requests for a revised Layout drawing and/or Structural Engineering Load Advisory (SELA) Report will result in a revision fee of as shown in Appendix D - Fee Schedule. Results of changes to the Layout drawing and/or SELA may result in additional components and cost and time for revised Layout drawing and/or SELA Report.
8. **CANCELLATION.** Purchaser may cancel this Sales Contract or any Purchase Order by providing written notice of cancellation to Seller, as follows. All cancellations are subject to the following charges. Cancellations within one (1) business day from the date of the Sales Contract or Purchase Order are not subject to any charges. Cancellations between one (1) and five (5) business days from the date of the Sales Contract or Purchase Order are subject to charges of 50% of the SALES PRICE. Cancellations between five (5) and ten (10) business days from the date of the Sales Contract or Purchase Order are subject to charges of 80% of the SALES PRICE. Cancellations after ten (10) business days from the date of the Sales Contract or Purchase Order are subject to charges of 100% of the SALES PRICE.
9. **SCHEDULE.** SunLink and Purchaser agree that scheduled delivery dates and/or lead times as set forth in the Proposal are approximate. Seller will advise Purchaser in the event of changes in schedule or in planned delivery.
10. **SHIPPING AND HANDLING.** All Seller products are furnished F.O.B. San Leandro, California, Allen, Texas or Carrollton, Texas (or any other location designated by Seller) and protectively packaged and loaded by Seller on common carrier trucks for unloading at destination by others. Shipping and handling is pre-paid by Seller and shall be added to Purchaser's invoice.
11. **STORAGE.** Upon written request, Seller agrees to store, for the benefit of Purchaser, Seller products which have been purchased by Purchaser. Storage will be in a protected, segregated space. Purchaser agrees to pay a storage fee as shown in Appendix D - Fee Schedule for handling, transport, storage and all related Seller administrative costs. Terms of payment established before the Purchaser's request for storage remain in effect unless modified through mutual written agreement.
12. **TITLE.** The entire risk of loss and damage and transfer of title to the SunLink MMS products shall pass to Purchaser upon delivery of SunLink MMS products to the common carrier at the applicable FOB point as set forth in Sections 10, 20, and 23, unless otherwise agreed by the parties in writing, in a bill-and-hold or multiple-elements arrangement.
13. **ACCEPTANCE.** Purchaser is expected to inspect SunLink MMS products upon receipt. Claims for shortages or damage resulting from shipping should be addressed to the carrier at time of delivery. Seller can provide expedited replacement service to the Purchaser to make up for goods lost or damaged in transit and the Purchaser shall be billed a reasonable price. **The Purchaser is understood to have unconditionally accepted a complete SunLink MMS product fifteen (15) days after shipment is received.** The SunLink MMS product warranty begins upon receipt by Purchaser of the shipment(s).
14. **WARRANTY.** Seller's warranty attached as Appendix C accompanies these Terms and Conditions of Sale and is applicable to all SunLink MMS products sold under this Sales Contract.
15. **INTELLECTUAL PROPERTY.** Purchaser and Seller shall each prevent unauthorized disclosure of confidential information and intellectual property that is owned by the other party and that is identified as such or that would appear as such to a reasonably person given its nature and/or the circumstances of disclosure, while also allowing for open discussion and for communication between the parties and with the Site Owner, property manager, Contractor and Host, as applicable, regarding the sale, application, installation and use of the SunLink MMS.

16. **COMPETITION-SENSITIVE INFORMATION.** Purchaser and Seller shall each hold in strict confidence and prevent unauthorized disclosure and use of competition-sensitive information of the other party, such as costs or prices that are used by the other party, while also allowing for open discussion and for communication between the parties and with the Site Owner, property manager, Contractor and Host, as applicable, regarding the sale, application, installation and use of the SunLink MMS.
17. **MARKETING APPROVAL.** Purchaser agrees to allow Seller and its Affiliates to use photographs, company names, brand names and other relevant information in their marketing materials for the purpose of promoting the SunLink brand name and MMS products. Purchaser also agrees to positively mention the SunLink brand as appropriate when promoting the project to the public. Nothing herein grants Purchaser any right or license to use the SunLink name, brand or any other trademark or service mark of Seller or any of its Affiliates.
18. **LICENSES/PERMITS.** As between the parties, Purchaser is responsible for applying for and obtaining, and Purchaser shall, or shall cause its related parties (Contractor, Site Owner, Host) to, apply for and obtain, all licenses, permits and inspections required for installation of the SunLink MMS and the PV System in accordance with local laws and regulations. Purchaser shall, and shall cause such related parties to, install the SunLink MMS in accordance with applicable laws and regulations that pertain to workplace health and safety and environmental protection. Seller reserves the right to verify that handling and installation are/have been consistent with Seller's requirements as set forth in the installation manual for the SunLink MMS products.
19. **PURCHASER INDEMNITY.** Seller shall not be held responsible or liable for any losses or damages sustained by the Purchaser or related parties that result from improper installation, modification or misuse of the SunLink MMS or PV System. Except for proper warranty claims as set forth in Appendix B, Purchaser shall indemnify, defend and hold harmless Seller and its Affiliates from and against any and all claims (including third party claims), liabilities, damages, debts, settlements, costs and expenses (including court costs, expert fees and attorneys' fees) of any type whatsoever that may relate to or arise on account of Purchaser's breach of this Agreement, Purchaser's business or use of the SunLink MMS products or services or the acts or omissions of Purchaser, its Affiliates, or any Site Owner, property manager, Contractor, or Host, including, without limitation, all acts or omissions of any of its or their employees, contractors, representatives, or agents.
20. **SUBMISSION TO ARBITRATION.** All disputes, disagreements, controversies, questions or claims arising out of or relating to this Sales Contract or in respect of any legal relationship associated with or arising from this Sales Contract, including, without limitation, with respect to this Sales Contract's formation, execution, validity, application, interpretation, performance, breach, termination or enforcement, shall be determined by arbitration, as set forth.

Nothing herein or therein precludes either party from seeking injunctive relief or other provisional or equitable remedies in and of arbitration from a court of competent jurisdiction.

- a. the arbitration shall be in the Commonwealth of Massachusetts in the English language;
- b. the number of arbitrators shall be one;
- c. the party commencing the arbitration shall include in its written notice the names of three individuals who are acceptable to it to serve as a sole arbitrator. Within seven days of the receipt of the notice, the other party shall give written notice that it accepts the appointment of one of the three individuals or shall name three other individuals who are acceptable to it to serve as sole arbitrator. If the parties are unable to agree upon a sole arbitrator within a further seven days, the appointment of a sole arbitrator shall be made by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules to have such appointments made in accordance with AAA's rules and procedures;
- d. any award or determination of the arbitral tribunal shall be final and binding on the parties and there shall be no appeal on any ground, including for greater certainty, any appeal on a question of law, a question of fact, or a question of mixed fact and law;
- e. the arbitral tribunal may apportion costs of the arbitration, including the reasonable fees and disbursements of the parties, between or among the parties in such manner as the arbitral tribunal considers reasonable, provided that the tribunal shall not award costs on a distributive basis; and
- f. any award for the payment of money may include pre-award and post-award interest.

21. **GENERAL.** The following general conditions are applicable:

- a. Seller certifies that it is in full compliance with applicable federal, state, provincial and local laws that pertain to the rights of employees to equal opportunity and to a safe workplace. Seller and Purchaser agree to comply with environmental protection laws that apply to the manufacture and installation of the SunLink MMS.
- b. Seller agrees that it will not assign its obligations to furnish and deliver products and services as described in the accompanying Proposal or this Sales Contract except to an Affiliate of Seller, provided that Seller remains responsible for the performance of such Affiliate. Seller retains the right to subcontract work. Purchaser may not assign or delegate its rights or obligations under this Sales Contract, including any Purchase Order, without Seller's prior written consent, including by way of merger, sale of assets, change of control or otherwise. This Sales Contract shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.
- c. Seller shall not be viewed as in breach of Sales Contract obligations or liable to Purchaser or any third party for delays in performance caused by fire, explosion, acts of God, strikes, war, riot, government regulation, transportation delay, or any other act or cause beyond the reasonable control of the Seller.
- d. This Sales Contract, including these Terms and Conditions of Sale) shall be construed as if both parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted as against either party. If any provision of this Sales Contract is held to be unenforceable, such provision shall be fully severable and all remaining provisions shall remain in full force and effect.
- e. If Seller does not insist upon the strict performance of any term or condition in this document, this fact shall not be deemed a waiver of Seller's rights or remedies, nor of Seller's right to insist upon strict performance of the same or any other term in the future.
- f. This Sales Contract, including the Proposal and Appendices, schedules and exhibits attached hereto and all Purchase Orders hereunder that are accepted by Seller, constitutes the complete agreement between the parties with respect to the supply of SunLink MMS products and services. Except as indicated, this Sales Contract contains all the agreements and conditions of sale. This Sales Contract may not be added to, changed, superseded or otherwise altered except by a written modification signed by an officer of Seller.
- g. Seller's total cumulative liability under this Sales Contract, whether arising in contract, tort or otherwise, shall not exceed the amounts paid by Purchaser to Seller under this Sales Contract with respect to the products or services to which any alleged liability relates. In no event shall Seller, its Affiliates or its or their suppliers be liable to Purchaser or any third party for any special, indirect, incidental, consequential or punitive damages, whether arising in contract, tort or otherwise, even if advised of the possibility of same.
- h. This Sales Contract may be executed in one or more counterparts each of which shall be an original and all of which together shall constitute one and the same instrument.
- i. Sections 3, 4, 12, 14, 15, 16, 17, 19, 20, 21, 22 and 23 and Appendices B and C shall survive expiration or termination of this Sales Contract or any Purchase Order.

22. **NOTICES.** Correspondence that pertains to the supply of SunLink MMS products and services as described in this Sales Contract shall be directed as follows:

- a. for the Seller to "Contracts Manager" and
- b. for the Purchaser to "Purchasing Agent" at the business addresses specified in the accompanying Proposal.

23. **GOVERNING LAW.** This Sales Contract, including the accompanying Proposal, all attached Appendices, schedules and exhibits and all Purchase Orders shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law provisions. The United Nations Convention on the International Sale of Goods will specifically not apply to transactions taking place pursuant to this Sales Contract.

Appendix B – Payment Terms

1. SELLER STANDARD PAYMENT TERMS

- a. 1.40% of LUMP SUM SALES PRICE with order. Purchaser provides check with signed Sales Contract or Purchase Order. Order fulfillment begins with receipt of payment, in addition to signed Sales Contract and approved credit.
- b. 98.60% of LUMP SUM SALES PRICE shall be due upon shipment unless otherwise agreed by the parties, in writing, in a bill-and-hold or multiple-elements arrangement.
 - i. Seller will invoice Purchaser and provide an itemized invoice.
 - ii. Terms are net 45 days from date of invoice.
 - iii. Payments made more than 45 days late shall be charged a late fee of one and one-half percent of the outstanding balance due (1.5%) per month.
- c. When partial shipments are needed, payment shall be made per the following:
 - i. For shipments comprising 90 (%) percent or greater of the order, the Purchaser shall be invoiced for the full amount due and the balance of the order will be shipped in a timely manner at no additional shipping cost to the Purchaser.
 - ii. For shipments less than 90 (%) percent of the order, the Purchaser shall be invoiced for the percentage of the order shipped.
 - iii. Terms are net 45 days from date of invoice.

2. SUNLINK MMS WITH MORE THAN 7,500 MODULES: TERMS TO BE DETERMINED ON AN INDIVIDUAL BASIS.

Appendix C – Warranty

Seller warrants to Purchaser that the SunLink MMS, when sold and delivered pursuant to this Sales Contract, will be new, will conform in all material respects to the specifications expressly set forth in this Sales Contract, and will be free from defects in material and/or workmanship for a period of fifteen (15) years from the date of shipment. Except for the foregoing limited warranties, Seller and its Affiliates make no other warranties, express or implied, relating to the SunLink MMS or any services.

This warranty does not apply to damage incurred during shipment and does not apply to damage that is the result of improper handling. This warranty will be void if during the warranty period, the SunLink MMS has been improperly or incorrectly installed, used, or maintained, or has been operated under abnormal conditions or contrary to applicable specifications.

This Warranty is applicable to the original SunLink MMS installation only and is granted to the original SunLink MMS Purchaser or any third-party owner that purchases the system during the warranty period. Any transfer of this warranty requires approval by SunLink Corporation, which shall not be unreasonably withheld. This Warranty does not apply to damage to the SunLink MMS that is the result of weather conditions that exceed local building code limits that were applicable at the time that the SunLink MMS was originally installed.

IT IS RECOGNIZED AND AGREED THAT THE FOREGOING LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED OR STATUTORY, AND SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF OTHER'S INTELLECTUAL PROPERTY RIGHTS, DURABILITY, OR ARISING OUT OF COURSE OF DEALING OR TRADE USAGE.

In the event the SunLink MMS fails to satisfy the foregoing limited warranties, then Seller will repair or replace, at its option and cost, the defective product. The foregoing remedy shall be Seller's sole liability, and Purchaser's sole and exclusive remedy, in lieu of all remedies that Purchaser may have, and the Purchaser waives all other remedies.

To obtain warranty service, the Purchaser shall contact Seller by telephone or email, and Seller will establish a claim file and initiate action to repair or replace the defective product. Seller will work with the Purchaser to determine the extent of the problem and may elect to perform a site inspection.

Seller will not assume expense or liability for correction of a defective SunLink MMS by the Purchaser or by third parties without Seller's prior written authorization. In the event of the authorized correction of a defective SunLink MMS, the warranty period will be extended by the length of time during which the defective equipment was in the process of being repaired or replaced.

Seller's total liability hereunder for the repair or replacement of a SunLink MMS, or any defective components thereof, shall not exceed the original purchase price of the applicable SunLink MMS. In no event will Seller, its Affiliates or their suppliers be liable for or responsible to the Purchaser, or to any other party, for any consequential, incidental, or special, loss, cost, damage, or expense arising from the curtailment or interruption of photovoltaic (PV) system operation or from the curtailment or interruption of any operations, processes, or equipment connected to the PV system.

THIS WARRANTY GRANTS THE PURCHASER SPECIFIC LEGAL RIGHTS THAT MAY VARY ACCORDING TO THE STATE OR PROVINCE IN WHICH THE SUNLINK MMS IS INSTALLED.

Warranty service contacts:

United States:

1010 B St. #400
San Rafael, CA 94901
(415) 925-9650
info@sunlink.com

Appendix D – Fee Schedule

1. REVISION FEE

- a. Layout drawing: \$100/revision
- b. Structural Engineering Load Advisory (SELA): \$500/revision

2. STORAGE FEE

- a. \$0.12/module per day



1010 B Street, Suite 400
San Rafael, CA 94901
www.sunlink.com

Invoice

Date: October 15, 2013

Invoice #:

Customer PO#:

TO:

Eric McLean
1001 Pawtucket Blvd, Suite 278
Lowell, Massachusetts 01854
United States

FOR:

C-Vec Barnstable
45 Flint St
Marstons Mills, Massachusetts 02648
United States

Description	Amount
1.40% Deposit Required to Initialize Order	\$21,022.85
TOTAL	\$21,022.85

Please make all checks payable to SunLink Corporation. Payment is due immediately.

THANK YOU FOR YOUR BUSINESS!

From: Casey Purcell <casey.purcell@sunlink.com>
Sent: Tuesday, November 26, 2013 03:53 PM
To: Jonathan Eastwood; Zac Osgood; 'Tom Gadomski'
Cc: Nick Troia
Subject: RE: WMECo Cottage Street Notice to Proceed
Attachments: SUNLINK Production Status GANT Chart.xlsx

Zac, Tom,

See attached initial schedule for delivery of the ballast blocks as Jonathan mentioned. Give me a call to discuss. Please keep in mind, the dates listed in the attached spreadsheet are production dates, and shipment will happen 2 days after the production dates.

We are working to firm up dates on the hardware deliveries.

Let me know if you have any questions or concerns. I look forward to working together to ensure a successful project installation.

Regards,
Casey
Cell - (617) 548-6458

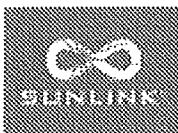
From: Jonathan Eastwood
Sent: Tuesday, November 26, 2013 11:56 AM
To: Zac Osgood; 'Tom Gadomski'
Cc: Casey Purcell; Nick Troia
Subject: RE: WMECo Cottage Street Notice to Proceed

Zac/Tom,

This e-mail serves to introduce you to Casey Purcell, your project manager for the Cottage Wmeco project. We will be sending over the proposed ballast and hardware delivery schedule for your review and approval.

Casey Purcell | Project Manager | SunLink Corporation
v: 415.306.9867 | casey.purcell@sunlink.com
1010 B Street | Suite 400 | San Rafael CA 94901

Regards,



Jonathan Eastwood | Sales Consultant | SunLink Corporation
v: 415.686.0196 e: jonathan.eastwood@sunlink.com
1010 B Street | Suite 400 | San Rafael CA 94901
<http://www.sunlink.com> | Twitter: [@SunLink](#) | YouTube: [Sunlink4solar](#) | Blog: [LinkUp](#)

From: Zac Osgood [<mailto:zac.osgood@american-capital-energy.com>]
Sent: Tuesday, November 19, 2013 12:37 PM
To: 'Tom Gadomski'; Jonathan Eastwood
Cc: Casey Purcell
Subject: RE: WMECo Cottage Street Notice to Proceed

Tom,

Jonathan and I talked about this over the phone, ballasts are schedule to ship the week of Dec 9th.

Thank you,

Zac Osgood
Project Manager
American Capital Energy, Inc.
(978) 319-8565 (C)
(978) 221-2033 (O)
www.american-capital-energy.com
zac.osgood@american-capital-energy.com

From: Tom Gadomski [<mailto:tom.gadomski@american-capital-energy.com>]
Sent: Tuesday, November 19, 2013 3:31 PM
To: 'Zac Osgood'; 'Jonathan Eastwood'
Cc: 'Casey Purcell'
Subject: RE: WMECo Cottage Street Notice to Proceed

Jonathan,

Any update on the ballast schedule?

Tom Gadomski
Field Project Manager
American Capital Energy Inc.
Cell: (781) 626-1740
Fax: (978) 455-7326
www.american-capital-energy.com
tgadomski@american-capital-energy.com

From: Zac Osgood [<mailto:zac.osgood@american-capital-energy.com>]
Sent: Tuesday, November 19, 2013 3:14 PM
To: 'Jonathan Eastwood'
Cc: 'Tom Gadomski'; 'Casey Purcell'
Subject: RE: WMECo Cottage Street Notice to Proceed

Jonathan,

Please send it to the following address:

E.S. Boulos Company
Attn: Clint Chicoine
127 First Flight Drive

Auburn, ME 04210

Thank you,

Zac Osgood
Project Manager
American Capital Energy, Inc.
(978) 319-8565 (C)
(978) 221-2033 (O)
www.americancapitalenergy.com
zac.osgood@americancapitalenergy.com

From: Jonathan Eastwood [mailto:jonathan.eastwood@sunlink.com]

Sent: Tuesday, November 19, 2013 3:10 PM

To: Zac Osgood

Cc: 'Tom Gadowski'; Casey Purcell

Subject: RE: WMECo Cottage Street Notice to Proceed

Zac,

Attached is the hardware associated with the clamp assemblies for WMECO Cottage. When it is ready to what address would you like this sent to?

Regards,



Jonathan Eastwood | Sales Consultant | SunLink Corporation
v: 415.686.0196 e: jonathan.eastwood@sunlink.com
1010 B Street | Suite 400 | San Rafael CA 94901
<http://www.sunlink.com> | Twitter: [@SunLink](#) | YouTube: [Sunlink4solar](#) | Blog: [LinkUp](#)

From: Zac Osgood [mailto:zac.osgood@americancapitalenergy.com]

Sent: Tuesday, November 19, 2013 10:25 AM

To: Jonathan Eastwood

Cc: 'Tom Gadowski'

Subject: RE: WMECo Cottage Street Notice to Proceed

Importance: High

Jonathan,

Do you have an update on the quantity of module clamps for this project.

Do you also have a ballast delivery schedule for this project as well? This is going to dictate our Electrical Subs mobilization date. I will need this ASAP.

Thank you,

Zac Osgood
Project Manager

American Capital Energy, Inc.
(978) 319-8565 (C)
(978) 221-2033 (O)
www.americancapitalenergy.com
zac.osgood@americancapitalenergy.com

From: Jonathan Eastwood [<mailto:jonathan.eastwood@sunlink.com>]
Sent: Monday, November 18, 2013 5:00 PM
To: Zac Osgood
Cc: Tom Gadomski
Subject: RE: WMECo Cottage Street Notice to Proceed

Zac,

I should be able to have this to you by tomorrow.



Jonathan Eastwood | Sales Consultant | SunLink Corporation
v: 415.686.0196 e: jonathan.eastwood@sunlink.com
1010 B Street | Suite 400 | San Rafael CA 94901
<http://www.sunlink.com> | Twitter: [@SunLink](#) | YouTube: [Sunlink4solar](#) | Blog: [LinkUp](#)

From: Zac Osgood [<mailto:zac.osgood@americancapitalenergy.com>]
Sent: Friday, November 15, 2013 6:26 AM
To: Jonathan Eastwood
Cc: Tom Gadomski
Subject: RE: WMECo Cottage Street Notice to Proceed

Jonathan,

When you have a count ready for the mounting clamps could you let me know?

Our electrical sub is responsible for inventorying the parts, so he is going to need to know how many we need.

Thank you,

Zac Osgood
Project Manager
American Capital Energy, Inc.
(978) 319-8565 (C)
(978) 221-2033 (O)
www.americancapitalenergy.com
zac.osgood@americancapitalenergy.com

From: Zac Osgood [<mailto:zac.osgood@americancapitalenergy.com>]
Sent: Thursday, November 14, 2013 11:16 AM
To: Jonathan Eastwood (jonathan.eastwood@sunlink.com)
Cc: Tom Gadomski (tom.gadomski@americancapitalenergy.com)
Subject: WMECo Cottage Street Notice to Proceed

Jonathan,

Please consider this email your formal notice to proceed to start production for the WMECo Cottage Street Solar Project.

Please send the panel mounting clamps and all associated hardware to the following address:

E.S. Boulos Company
Attn: Clint Chicoine
127 First Flight Drive
Auburn, ME 04210

Thank you,

Zac Osgood
Project Manager
American Capital Energy, Inc.
(978) 319-8565 (C)
(978) 221-2033 (O)
www.americancapitalenergy.com
zac.osgood@americancapitalenergy.com

Produced in Native Format

Sunlink- Production Schedules

Project	Production Rate	Production Schedule					
		Friday 15-Nov	Saturday 16-Nov	Sunday 17-Nov	Monday 18-Nov	Tuesday 19-Nov	Wednesday 20-Nov
Sunlink Ballasts Cottage St Total Quant= 2990 Ballasts	550/Week	PO Issued	RAW	MATERIALS	LEAD	TME>>>>>>>	
Sunlink Ballasts Total Quant= 118 Ballasts	75/week	PO Issued	RAW	MATERIALS	LEAD	TME>>>>>>>	

Thurs 21-Nov	Friday 22-Nov	Saturday 23-Nov	Sunday 24-Nov	Monday 25-Nov	Tuesday 26-Nov	Wed. 27-Nov	Thurs 28-Nov	Friday 29-Nov	Saturday 30-Nov	Sunday 1-Dec	Monday 2-Dec	Tuesday 3-Dec
							CLOSED	CLOSED		100	100	

Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
17-Dec	18-Dec	19-Dec	20-Dec	21-Dec	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	27-Dec	28-Dec	29-Dec
2200												
100	100	100	100	50		100			100	100	100	

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	
30-Dec	31-Dec	1-Jan	2-Jan	3-Jan	4-Jan	5-Jan	6-Jan	7-Jan	8-Jan	9-Jan	10-Jan	11-Jan
100	100	100	100	50			100	100	100	100	100	90

Saturday	Sunday	Monday	Tuesday	Wednesday
12-Jan	13-Jan	14-Jan	15-Jan	16-Jan



ALL
PRODUCED
2990

From: Jeff Gadomski <jeff.gadomski@american-capital-energy.com>
Sent: Thursday, August 01, 2013 12:01 PM
To: Jonathan Eastwood
Cc: Zac Osgood; Tom Gadomski
Subject: Ballast Delivery Breakdown
Attachments: CVEC-Dennis Ballast Delivery Schedule.xlsx

Jonathan,

Please see attached schedule. We are available to discuss.

Regards,

Jeff

Produced in Native Format

		Total	9/25	9/26	9/27	9/30	10/1	10/2	10/3	10/4	10/7	10/8	10/9	10/10	10/11	10/14	10/15
Barnstable	Ballast 1	2542				73	73	73	73	73	73	73	73	73	73	73	73
	Ballast 2	934				27	27	27	27	27	27	27	27	27	27	27	27
	Ballast 3	0				0	0	0	0	0	0	0	0	0	0	0	0
	Total	3476				100	100	100	100	100	100	100	100	100	100	100	100
Brewster	Ballast 1	582									15	15	15	15	15	15	15
	Ballast 2	286									7	7	7	7	7	7	7
	Ballast 3	172									5	5	5	5	5	5	5
	Total	1040									27	27	27	27	27	27	27
Chatham	Ballast 1	507	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15
	Ballast 2	1031	31	31	31	31	31	31	31	31	31	31	30	30	30	30	30
	Ballast 3	74	3	3	3	3	3	3	2	2	2	2	2	2	2	2	2
	Total	1612	49	49	49	49	49	49	48	48	48	48	47	47	47	47	47
Dennis	Ballast 1	1818														31	31
	Ballast 2	3570														70	70
	Ballast 3	546														10	10
	Total	5934														111	111
Eastham	Ballast 1	254	17	17	17	17	17	17	17	17	17	17	17	17	17	17	16
	Ballast 2	206	14	14	14	14	14	14	14	14	14	14	14	13	13	13	13
	Ballast 3	46	4	3	3	3	3	3	3	3	3	3	3	3	3	3	3
	Total	506	35	34	34	34	34	34	34	34	34	34	34	33	33	33	32
Harwich	Ballast 1	1696															
	Ballast 2	2180															
	Ballast 3	0															
	Total	3876															
Tisbury	Ballast 1	330														17	17
	Ballast 2	562														29	28
	Ballast 3	124														7	7
	Total	1016														53	52
Ballast Count Per Day	Total	17460	84	83	83	183	183	182	182	209	209	262	260	259	370	369	
	Ballast 1	7729	32	32	32	105	105	105	105	120	120	137	137	137	168	167	
	Ballast 2	8769	45	45	45	72	72	72	72	79	79	108	108	106	105	175	
	Ballast 3	962	7	6	6	6	6	5	5	10	10	17	17	17	27	27	

From: Zac Osgood <zac.osgood@american-capital-energy.com>
Sent: Tuesday, December 17, 2013 08:22 PM
To: Casey Purcell; Eric McLean
Cc: Jonathan Eastwood; Eric McLean; Jeff Gadomski
Subject: Re: Barnstable, Dennis, Brewster

Casey,

We will call you tomorrow to go over.

Thank you,
Zac Osgood
American Capital Energy
(978) 319-8565

Sent via BlackBerry by AT&T

From: Casey Purcell <casey.purcell@sunlink.com>
Date: Wed, 18 Dec 2013 00:10:55 +0000
To: Eric McLean<eric.mclean@american-capital-energy.com>
Cc: Zac Osgood<zac.osgood@american-capital-energy.com>; Jonathan Eastwood<jonathan.eastwood@sunlink.com>; Eric McLean<emclean@american-capital-energy.com>; Jeff Gadomski<jeff.gadomski@american-capital-energy.com>
Subject: RE: Barnstable, Dennis, Brewster

Eric,

As of today we are in production. We are just waiting on your schedule to provide a timeline to our suppliers.

Will this be ready tomorrow?

From: Eric McLean [mailto:eric.mclean@american-capital-energy.com]
Sent: Tuesday, December 17, 2013 9:31 AM
To: Casey Purcell
Cc: Zac Osgood; Jonathan Eastwood; Eric McLean; Jeff Gadomski
Subject: Re: Barnstable, Dennis, Brewster

We need delivery ASAP. So please start production. Please do not wait for a schedule.

Thank you,
Eric

Sent from my iPhone

On Dec 17, 2013, at 12:28 PM, Casey Purcell <casey.purcell@sunlink.com> wrote:

Zac,

I have confirmed, we have received the below amounts. We are waiting on your schedule to get started.

Thanks,
Casey

From: Zac Osgood [<mailto:zac.osgood@americancapitalenergy.com>]
Sent: Tuesday, December 17, 2013 6:50 AM
To: Casey Purcell; Jonathan Eastwood
Cc: Eric McLean; 'Jeff Gadomski'
Subject: Barnstable, Dennis, Brewster

Casey,

Yesterday funds were wired to SunLink for the following projects:

Barnstable: \$25,522.85

Brewster: \$ 10,705.95

Dennis: \$34,273.49

These amounts cover the engineering and the down payment. Can you please confirm that the wires were received?

Also, please begin work on these projects, we will have updated delivery schedules to you shortly.

Thank you,

Zac Osgood
Project Manager
American Capital Energy, Inc.
(978) 319-8565 (C)
(978) 221-2033 (O)
www.americancapitalenergy.com
zac.osgood@americancapitalenergy.com



United Concrete Products
173 Church St
Yalesville, CT 06492
Phone: (800) 234-3119
Fax: (203) 265-4941

Quote Number: 16914

Order Date: 8/6/2013

Customer Copy

Bill to:	SUNLINK CORPORATION 1010 B STREET, SUITE 400 SAN RAFAEL, CA 94901	Delivery to:	BALLAST BLOCKS - CAPE COD DRYCAST VARIOUS CAPE COD LOCATIONS , MA
Contact:	SCOTT MORRISON	Project Manager:	
Phone :	(415) 925-9650	Fax:	(415) 925-9636
Customer ID:	1588-1C	PO:	ShipVia: Unassigned
Terms:	NET 30		Sales Rep: Chris M.

Qty	Item	Description	Weight	Unit Price	TX	Extension
Structure: <input type="checkbox"/> * BARNSTABLE						
2532	BAL14X275	PRECAST BALLAST 14X275 W/ (4) 3/4" LOOP INSERTS & (2) 1-TON LIFTERS WEIGHT = 2170	5,494,440	\$111.00	<input checked="" type="checkbox"/>	\$281,052.00
2 MISUPPLIED						
2	MISUPPLIED	LIFTING CLUTCHES (2) SETS OF (2) 1-TON LIFTING CLUTCHES DELIVERED WITH THE FIRST LOAD FOR SITE USE	0	\$85.00	<input checked="" type="checkbox"/>	\$170.00
168	CUFZ1	DELIVERY	0	\$945.00	<input checked="" type="checkbox"/>	\$158,760.00
934	BAL 14X330	PRECAST BALLAST 14X330 W/ (4) 3/4" LOOP INSERTS & (2) 1-TON LIFTERS WEIGHT = 2630	2,456,420	\$141.00	<input checked="" type="checkbox"/>	\$131,694.00
						\$571,676.00
Structure: <input type="checkbox"/> * BREWSTER						
61	CUFZ1	DELIVERY	0	\$945.00	<input checked="" type="checkbox"/>	\$57,645.00
582	BAL 14X330	PRECAST BALLAST 14X330 W/ (4) 3/4" LOOP INSERTS & (2) 1-TON LIFTERS WEIGHT = 2630	1,530,660	\$141.00	<input checked="" type="checkbox"/>	\$82,062.00
172	BAL 14X400	PRECAST BALLAST 14X400 W/ (4) 3/4" LOOP INSERTS & (2) 1-TON LIFTERS WEIGHT = 3215	552,980	\$174.00	<input checked="" type="checkbox"/>	\$29,928.00
2	MISUPPLIED	LIFTING CLUTCHES (2) SETS OF (2) 1-TON LIFTING CLUTCHES DELIVERED WITH THE FIRST LOAD FOR SITE USE	0	\$85.00	<input checked="" type="checkbox"/>	\$170.00
286	BAL 14X300	PRECAST BALLAST 14X300 W/ (4) 3/4" LOOP INSERTS & (2) 1-TON LIFTERS WEIGHT = 2630	680,680	\$127.00	<input checked="" type="checkbox"/>	\$36,322.00
						\$206,127.00
Structure: <input type="checkbox"/> * CHATHAM						
2	MISUPPLIED	LIFTING CLUTCHES (2) SETS OF (2) 1-TON LIFTING CLUTCHES DELIVERED WITH THE FIRST LOAD FOR SITE USE	0	\$85.00	<input checked="" type="checkbox"/>	\$170.00



United Concrete Products
173 Church St
Yalesville, CT 06492
Phone: (800) 234-3119
Fax: (203) 265-4941

Quote Number: 16914

Order Date: 8/6/2013

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Qty	Item	Description	Weight	Unit Price	TX	Extension
Structure: <input type="checkbox"/> * CHATHAM						
74	BAL 14X400	PRECAST BALLAST 14X400 W/ (4) 3/4" LOOP INSERTS & (2) 1-TON LIFTERS WEIGHT = 3215	237,910	\$174.00	<input checked="" type="checkbox"/>	\$12,876.00
507	BAL 14X330	PRECAST BALLAST 14X330 W/ (4) 3/4" LOOP INSERTS & (2) 1-TON LIFTERS WEIGHT = 2630	1,333,410	\$141.00	<input type="checkbox"/>	\$71,487.00
1031	BAL 14X300	PRECAST BALLAST 14X300 W/ (4) 3/4" LOOP INSERTS & (2) 1-TON LIFTERS WEIGHT = 2380	2,453,780	\$127.00	<input checked="" type="checkbox"/>	\$130,937.00
86	CUFZ1	DELIVERY	0	\$945.00	<input checked="" type="checkbox"/>	\$81,270.00
						<hr/> <u>\$296,740.00</u>
Structure: <input type="checkbox"/> * DENNIS						
546	BAL 14X400	PRECAST BALLAST 14X400 W/ (4) 3/4" LOOP INSERTS & (2) 1-TON LIFTERS WEIGHT = 3215	1,755,390	\$174.00	<input checked="" type="checkbox"/>	\$95,004.00
2	MISUPPLIED	LIFTING CLUTCHES (2) SETS OF (2) 1-TON LIFTING CLUTCHES DELIVERED WITH THE FIRST LOAD FOR SITE USE	0	\$85.00	<input checked="" type="checkbox"/>	\$170.00
3570	BAL 14X300	PRECAST BALLAST 14X300 W/ (4) 3/4" LOOP INSERTS & (2) 1-TON LIFTERS WEIGHT = 2380	8,496,600	\$127.00	<input checked="" type="checkbox"/>	\$453,390.00
1818	BAL 14X330	PRECAST BALLAST 14X330 W/ (4) 3/4" LOOP INSERTS & (2) 1-TON LIFTERS WEIGHT = 2630	4,781,340	\$141.00	<input checked="" type="checkbox"/>	\$256,338.00
317	CUFZ1	DELIVERY	0	\$945.00	<input checked="" type="checkbox"/>	\$299,565.00
						<hr/> <u>\$1,104,467.00</u>
Structure: <input type="checkbox"/> * EASTHAM						
254	BAL 14X330	PRECAST BALLAST 14X330 W/ (4) 3/4" LOOP INSERTS & (2) 1-TON LIFTERS WEIGHT = 2630	668,020	\$141.00	<input checked="" type="checkbox"/>	\$35,814.00
45	BAL 14X400	PRECAST BALLAST 14X400 W/ (4) 3/4" LOOP INSERTS & (2) 1-TON LIFTERS WEIGHT = 3215	144,675	\$174.00	<input checked="" type="checkbox"/>	\$7,830.00
206	BAL 14X300	PRECAST BALLAST 14X300 W/ (4) 3/4" LOOP INSERTS & (2) 1-TON LIFTERS WEIGHT = 2380	490,280	\$127.00	<input checked="" type="checkbox"/>	\$26,162.00
2	MISUPPLIED	LIFTING CLUTCHES (2) SETS OF (2) 1-TON LIFTING CLUTCHES DELIVERED WITH THE FIRST LOAD FOR SITE USE	0	\$85.00	<input checked="" type="checkbox"/>	\$170.00
30	CUFZ1	DELIVERY	0	\$945.00	<input checked="" type="checkbox"/>	\$28,350.00
						<hr/> <u>\$98,326.00</u>
Structure: <input type="checkbox"/> * HARWICH						

Tuesday, August 06, 2013 08:47 PM

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SL0000498



United Concrete Products
173 Church St
Yalesville, CT 06492
Phone: (800) 234-3119
Fax: (203) 265-4941

Quote Number: 16914

Order Date: 8/6/2013

Customer Copy

Qty	Item	Description	Weight	Unit Price	TX	Extension
Structure: <input type="checkbox"/> * HARWICH						
1696	BAL14X275	PRECAST BALLAST 14X275 W/ (4) 3/4" LOOP INSERTS & (2) 1-TON LIFTERS WEIGHT = 2170	3,680,320	\$111.00	<input checked="" type="checkbox"/>	\$188,256.00
2180	BAL 14X330	PRECAST BALLAST 14X330 W/ (4) 3/4" LOOP INSERTS & (2) 1-TON LIFTERS WEIGHT = 2630	5,733,400	\$141.00	<input checked="" type="checkbox"/>	\$307,380.00
200	CUFZ1	DELIVERY	0	\$945.00	<input checked="" type="checkbox"/>	\$189,000.00
2	MISUPPLIED	LIFTING CLUTCHES (2) SETS OF (2) 1-TON LIFTING CLUTCHES DELIVERED WITH THE FIRST LOAD FOR SITE USE	0	\$85.00	<input checked="" type="checkbox"/>	\$170.00
						<hr/> \$684,806.00
Structure: <input type="checkbox"/> * TISBURY						
562	BAL 14X300	PRECAST BALLAST 14X300 W/ (4) 3/4" LOOP INSERTS & (2) 1-TON LIFTERS WEIGHT = 2380	1,337,560	\$127.00	<input checked="" type="checkbox"/>	\$71,374.00
330	BAL 14X330	PRECAST BALLAST 14X330 W/ (4) 3/4" LOOP INSERTS & (2) 1-TON LIFTERS WEIGHT = 2630	867,900	\$141.00	<input checked="" type="checkbox"/>	\$46,530.00
124	BAL 14X400	PRECAST BALLAST 14X400 W/ (4) 3/4" LOOP INSERTS & (2) 1-TON LIFTERS WEIGHT = 3215	398,660	\$174.00	<input checked="" type="checkbox"/>	\$21,576.00
60	CUFZ1	DELIVERY FROM FERRY LOCATION TO SITE	0	\$890.00	<input checked="" type="checkbox"/>	\$53,400.00
2	MISUPPLIED	LIFTING CLUTCHES (2) SETS OF (2) 1-TON LIFTING CLUTCHES DELIVERED WITH THE FIRST LOAD FOR SITE USE	0	\$85.00	<input checked="" type="checkbox"/>	\$170.00
60	CUFZ1	DELIVERY TO FERRY LOCATION	0	\$945.00	<input checked="" type="checkbox"/>	\$56,700.00
						<hr/> \$249,750.00
<hr/> Structure: <input type="checkbox"/> FORMS						
1	MISUPPLIED	LUMP SUM PRICING FOR MOBILIZATION & FORMWORK (DRYCAST) TO DELIVERY 210 PIECES PER WORKDAY APPROXIMATELY (8) WEEKS AFTER PURCHASE ORDER.	0	\$165,000.00	<input checked="" type="checkbox"/>	\$165,000.00
						<hr/> \$165,000.00



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Total Weight 43,094,425

Taxable	\$0.00
Non-Taxable	\$3,376,892.00
Sub Total	\$3,376,892.00
Tax	\$0.00
Total	\$3,376,892.00

This Quotation Is Good Till AUGUST 12,2013.

INCLUDES:

- * Day-Time Delivery FOB Jobsite, with non-union drivers, off-loaded by others.
- * 3000 PSI Dycast Concrete
- * Plain Reinforcing (BLACK)
- * 1-Ton dogbone lifters as required.
- * (4) 3/4" Ferrule loop inserts as required with plastic plug.

EXCLUDES:

- * Crane/Rigging Services and Offloading
- * All Other Materials or Hardware Not Listed On This Quotation

DELIVERY RATE OF APPROXIMATELY 210 PIECES PER DAY (STARTING APPROXIMATELY 8 WEEKS AFTER PURCHASE ORDER) AND ASSOCIATED MOLD QUANTITIES ARE BASED UPON AN OVERALL 22 WEEK PROJECT SCHEDULE. DELIVERY RATES PER SITE WILL VARY DEPENDENT UPON PIECES AVAILABLE.

ALL PRICING SUBJECT TO FULL TRUCKLOAD QUANTITIES FOR DELIVERY. PARTIAL LOADS ARE SUBJECT TO ADDITIONAL FREIGHT CHARGES.

Please Note:

- Terms and Conditions.
- All pricing based on approval of UCP submittals.
- ALL Catch Basin Tops must have adequate support under frames.
Corbels or slabs must be provided as support under all tops.
- United Concrete must receive a valid tax exemption certificate with the order or customer will be responsible for any Sales and/or Use Tax amount due on this project.
- Net 30 days from delivery pending credit approval.
- Retainage is not permitted.
- A fee of \$125.00/ HR waiting time will be charged if truck is delayed on site.

Accepted by: _____
(Company)

Approved by: _____
(Authorized signature)

United Concrete Products:

Date:



Engineering | Procurement | Construction

February 4, 2014

Mr. Jonathan Eastwood
Chairman
SunLink Corporation
1010 B Street, #400
San Rafael, CA 94901

RE: Second Notice of Default:

SunLink Sales Contract for: American Capital Energy, Project: C-VeC Barnstable –10/15/2013
SunLink Sales Contract for: American Capital Energy, Project: C-VeC Brewster –10/15/2013
SunLink Sales Contracts for: American Capital Energy, Project: C-VeC Chatham –10/15/2013
SunLink Sales Contract for: American Capital Energy, Project: C-VeC Dennis –10/15/2013
SunLink Sales Contract for: American Capital Energy, Project: C-VeC Eastham –10/15/2013
SunLink Sales Contract for: American Capital Energy, Project: C-VeC Harwich –10/15/2013
SunLink Sales Contract for: American Capital Energy, Project: C-VeC Katama Airfield –10/15/2013
SunLink Sales Contract for: American Capital Energy, Project: C-VeC Nunnepeog Well –10/15/2013
SunLink Sales Contract for: American Capital Energy, Project: C-VeC Tisbury – 10/15/2013
SunLink Master Sales Contract and Volume Price Agreement for: American Capital Energy VPA-Duxbury and Mashpee dated December 18, 2013

Collectively defined as the "Contracts"

Dear Mr. Eastwood

In response to your email to Zac Osgood dated January 28, 2014 in which SunLink denies that it is in default of its obligations under the Contracts, American Capital Energy, Inc (ACE) is asserting that you are in fact in default on all Contracts based on the product lead time stated both in your proposal and in the Contract. The Contract states that the lead time is 6 weeks and that freight on board points are California, Minnesota or Pennsylvania (page 3). Your quote to me dated August 22, 2013 states that all terms and conditions will be as defined in the SunLink Master Sales Contract and Volume Pricing Agreement originally signed 03/06/2012. This agreement clearly states that delivery will occur in 4 to 6 weeks from notice to proceed. At no time did SunLink indicate that the equipment would be sourced out of country and that delivery times would extend to more than 15 weeks. In reliance upon representations made by SunLink authorized representatives concerning the delivery required to avoid considerable Liquidated damages and loss of SREC 1 status and income, ACE executed the Contracts and forwarded sums in excess of \$903,000. After execution of the Contracts and forwarding of payment, it was determined that due to either negligent misrepresentations or fraudulent misrepresentations in violation of Chapter 97A of Massachusetts General Law (Deceptive Business Practices) that SunLink will not live up to its contractual obligations and representations which induce ACE to enter into the Contracts.



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If SunLink cannot remedy this default and provide ACE with an acceptable damage free delivery schedule, ACE will have no other recourse than to commence legal action; a copy of this letter has been forwarded to Outside General Counsel, Robert K. Dowd, who will proceed with all legal remedies including Trustee Process and Attachment proceedings to seek recovery of said deposits pursuant to Mass. General Laws. ACE demands SunLink submit and commit to a revised schedule no later than Friday February 7, 2014. All of our rights are reserved under this notice.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric T McLean".

Eric T McLean P.E.
Executive Vice President of Operations
American Capital Energy Inc.